

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. Contract ID Code <small>Firm-Fixed-Price</small>		Page 1 Of 5	
2. Amendment/Modification No.  0004		3. Effective Date  2005JAN28		4. Requisition/Purchase Req No.  SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By Code W52P1J  HQ AFSC AMSFS-CCA-A SANDY CONNORS (309)782-6506 ROCK ISLAND, IL 61299-6500 BLDGS 350 & 390 EMAIL: CONNORSS@AFSC.ARMY.MIL		7. Administered By (If other than Item 6) Code  <div style="display: flex; justify-content: space-around; margin-top: 10px;"><span>SCD</span><span>PAS</span><span>ADP PT</span></div>					
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)				<input checked="" type="checkbox"/>		9A. Amendment Of Solicitation No.  W52P1J-04-R-0066	
				<input type="checkbox"/>		9B. Dated (See Item 11) 2004DEC15	
				<input type="checkbox"/>		10A. Modification Of Contract/Order No.	
				<input type="checkbox"/>		10B. Dated (See Item 13)	
Code		Facility Code					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<div><input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <div><input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. 2005FEB18 03:00pm</div><p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning <u>2 signed</u> copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. <b>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.</b> If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p></div>							
12. Accounting And Appropriation Data (If required)							
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS</b> It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/>		A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A. <span style="float: right;">The Changes Set Forth In Item 14 Are Made In</span>					
<input type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:					
<input type="checkbox"/>		D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  SEE SECOND PAGE FOR DESCRIPTION							
<div>Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</div>							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print)			
15B. Contractor/Offeror  _____ (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America  By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 2 of 5
	PIIN/SIIN W52P1J-04-R-0066	MOD/AMD 0004	

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION  
THE PURPOSE OF AMENDMENT 0004 TO SOLICITATION W52P1J-04-R-0066 IS AS FOLLOWS:

- 1. TO EXTEND THE CLOSING DATE OF THIS SOLICITATION TO 18 FEBRUARY 2005 1500 CST.
- 2. TO EXTEND ALL QUESTIONS/COMMENTS REGARDING THIS SOLICITATION TO 11 FEBRUARY 2005.
- 3. TO REVISE SECTION C-1, PAGE 16, CLAUSE CS6100, ENTITLED "DRAWINGS/SPECIFICATIONS".

NOTE: THE TECHNICAL DATA PACKAGES (TDPs) ASSOCIATED WITH THE CTG 20MM PGU-27AB TP BP AND CTG 20MM PGU-27AB/30AB HAVE BEEN UPDATED TO THE CURRENT REVISISONS OUTLINED IN SECTION C-1 OF THIS AMENDMENT. ALL OFFERORS ARE REMINDED THAT THE TDPs ARE CODED DISTRIBUTION X. TO RECEIVE THE TDPs ALL OFFERORS MUST HAVE A CURRENT APPROVED DD FORM 2345 ON FILE AND PROVIDED TO THE CONTRACTING OFFICER PRIOR TO ISSUANCE OF THE TDP. IF PREVIOUSLY SUBMITTED FOR THE INITIAL TDP, IT IS NOT REQUIRED TO BE SUMITTED FOR THE UPDATED VERSION. IF DD FORM 2345 WAS PREVIOUSLY PROVIDED, AN ELECTRONIC REQUEST FOR THE UPDATED VERSION OF THE TDP IS ONLY REQUIRED TO THE POC.

- 4. TO REVISE SECTION I, NARRATIVE I001, PAGE 4 OF AMENDMENT 0002, LOCAL CLAUSE ENTITLED "ECONOMIC PRICE ADJUSTMENT-STEEL AND ALUMINUM (ACTUAL COST)", TO INCLUDE BRASS.
- 5. ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION REMAIN UNCHANGED AND APPLICABLE.

\*\*\* END OF NARRATIVE A 005 \*\*\*

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W52P1J-04-R-0066 <b>MOD/AMD</b> 0004	<b>Page</b> 3 <b>of</b> 5
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**Name of Offeror or Contractor:**

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1 CHANGED LOCAL	52.210-4501	DRAWINGS/SPECIFICATIONS	MAR/1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 1696AS234-1, with revisions in effect as of 10 Oct 2004 (except as follows):

ENGINEERING EXCEPTIONS:

The following engineering changes apply to this procurement action(s):

"THE FOLLOWING DRAWINGS, SPECIFICATIONS AND DOCUMENTS ARE APPLICABLE TO THIS PROCUREMENT: AUTOMATED DATA LIST 1696AS234-1, REV. C, DATED 10 OCT 2004, AND REVISIONS OF DOCUMENTS THEREON. "IN ADDITION SUPPLEMENTAL QUALITY ASSURANCE PROVISIONS 402-004 APPLY."

TO THE BEST OF NAVSURFWARCENDIV CRANE TECHNICAL PERSONNEL'S KNOWLEDGE, THIS TECHNICAL DATA PACKAGE IS CERTIFIED TO BE FREE OF REQUIREMENTS TO USE CLASS I OZONE DEPLETING SUBSTANCES THROUGH DOCUMENTATION TIER LEVEL III. ADDITIONALLY THIS TDP IS CERTIFIED TO MEET THE REQUIREMENTS OF NAVY IMPLEMENTATION OF DOD POLICY ON SPECIFICATION AND STANDARDS REFORM.

DOCUMENTS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS). THESE DOCUMENTS MAY BE OBTAINED FROM: DEPARTMENT OF DEFENSE SINGLE STOCK POINT 700 ROBBINS AVENUE, PHILADELPHIA, PENNSYLVANIA 19111-6094 OR ON LINE AT: [HTTP://DODSSP.DAPS.MIL/](http://DODSSP.DAPS.MIL/)

COMMERCIAL SPECIFICATIONS AND STANDARDS MAY BE OBTAINED FROM THE APPLICABLE PUBLISHER.

(End of clause)

(CS6100)

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p> <span>PIIN/SIIN W52P1J-04-R-0066</span> <span>MOD/AMD 0004</span> </p>	<p style="text-align: center;"><b>Page 4 of 5</b></p>
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**Name of Offeror or Contractor:**

SECTION I - CONTRACT CLAUSES

16.203-4(C)                      ECONOMIC PRICE ADJUSTMENT-STEEL, ALUMINUM, AND BRASS (ACTUAL COST)  
 LOCAL

(a) This clause applies to the unit price(s) for steel, aluminum, and brass utilized in production of CTG 20MM 4 PGU-27AB / 1 PGU-30 and CTG 20MM PGU-27A/B TP BP only. The amount of increases or decreases will be limited to the unit price(s) of the actual material (steel, aluminum, and brass) only and shall not include such costs as labor, overhead, G&A, and profit. The Contractor shall notify the Contracting Officer if, at any time during contract performance, the unit price(s) for the steel, aluminum, and brass either increases or decreases. For the purpose of defining contract performance, the basic contract and any options are considered to be individual performance periods and will be considered independent of each other. The Contractor shall furnish this notice within 60 days after the increase or decrease, or within any additional period that the Contracting officer may approve in writing, but not later than the date of final payment under this contract. The notice shall include the Contractor's proposal for an adjustment in the contract unit price(s) to be negotiated under paragraph (b) of this clause, and shall include, in the form required by the Contracting Officer, supporting data explaining the cause, effective date, and amount of the increase or decrease and the amount of the Contractor's adjustment proposal.

(b) Promptly after the Contracting Officer receives the notice and data under paragraph (a) of this clause, the Contracting Officer and the Contractor shall negotiate a price adjustment in the contract unit price(s) and its effective date. However, the Contracting Officer may postpone the negotiations until an accumulation of increases and decreases in unit price(s) of steel, aluminum, and brass results in an adjustment allowable under paragraph (c)(3) of this clause. The Contracting Officer shall modify this contract (1) to include the price adjustment and its effective date, and (2) to revise the unit price(s) of steel, aluminum, and brass as proposed to reflect the increases or decreases resulting from the adjustment. The Contractor shall continue performance pending agreement on, or determination of, any adjustment and its effective date.

(c) Any price adjustment under this clause is subject to the following limitations:

(1) Any adjustment shall be limited to the effect on unit price(s) of the increases or decreases in the unit price(s) for steel, aluminum, and brass. There shall be no adjustment for:

- (i) Supplies or services for which the production cost is not affected by such changes;
- (ii) Changes in unit price(s) other than those proposed; or
- (iii) Changes in the quantities of steel used from those proposed for each item.

(2) No upward adjustment shall apply to supplies or services that are required to be delivered or performed before the effective date of the adjustment, unless the Contractor's failure to deliver or perform according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of the Default clause.

(3) There shall be no adjustment for any change in the unit price(s) for steel, aluminum, and brass which would not result in a net change of at least three (3) percent of the then current total contract price. This limitation shall not apply, however, if, after final delivery of all contract line items, either party requests an adjustment under paragraph (b) of this clause. If the Contractor anticipates that an adjustment will be required they shall inform the Contracting Officer no later than 90 days prior to final delivery during any performance period.

(4) The aggregate of the increases in any contract unit price made under this clause shall not exceed ten (10) percent of the original contract line item unit price during any performance period of the contract. There is no percentage limitation on the amount of decreases that may be made under this clause.

(d) The Contracting Officer may examine the Contractor's books, records, and other supporting data relevant to the cost of steel, aluminum, and brass during all reasonable times until the end of three years after the date of final payment under this contract, or the time periods specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR), whichever is earlier. Notwithstanding any other requirement of this clause, the contractor shall provide to the Contracting Officer, on a semi-annual basis, in a form to be negotiated, information pertaining to actual or anticipated increases or decreases to the unit price(s) for steel, aluminum, and brass. As also required by this provision, the contractor shall provide the information required below:

Name of Offeror or Contractor:

CLIN 0001	CLIN 0001	CLIN 0002	CLIN 0002	CLIN 0003	CLIN 0003
55% Base	150% Option	45% Base	150% Option	100% Base	300% Option
1,263,712 each	1,895,568 each	1,033,946 each	1,550,919 each	327,537 each	982,611 each

TOTAL POUNDS OF STEEL						
STEEL PRICE						
APPLICABLE SURCHARGES						
TOTAL STEEL PRICE						

UNIT STEEL PRICE						
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TOTAL POUNDS OF ALUMINUM						
ALUMINUM PRICE						
APPLICABLE SURCHARGES						
TOTAL ALUMINUM PRICE						

UNIT ALUMINUM PRICE						
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TOTAL POUNDS OF BRASS						
BRASS PRICE						
APPLICABLE SURCHARGES						
TOTAL BRASS PRICE						

UNIT BRASS PRICE						
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THE ABOVE DETAILED DATA REQUIRED BY THE EPA CLAUSE SHOULD BE SUBMITTED WITH YOUR ORIGINAL PROPOSAL SUBMISSION. SUPPORTING DOCUMENTATION IS ALSO REQUIRED IN THE FORM OF A VENDOR QUOTE, PURCHASE ORDER, INVOICES, ETC., TO SUBSTANTIATE THE STEEL, ALUMINUM, AND BRASS UNIT PRICES SUBMITTED ABOVE.

\*\*\* END OF NARRATIVE I 001 \*\*\*